

JUDGE CROTTY

07 CV 3032

2-751162

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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ZIM AMERICAN INTEGRATED  
SHIPPING SERVICES, INC.,

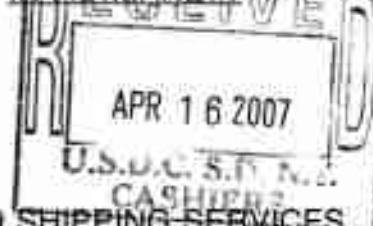
Plaintiff,

- against -

D & F HOLDINGS, d/b/a DFHU  
WORLDWIDE SHIPPING,

Defendant.  
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CIVIL COMPLAINT  
IN ADMIRALTY



Plaintiff ZIM AMERICAN INTEGRATED SHIPPING SERVICES,

INC., by its attorneys, LAW OFFICES OF ALBERT J. AVALLONE &

ASSOCIATES, as and for its Complaint against defendant D & F HOLDINGS,

d/b/a DFHU WORLDWIDE SHIPPING in personam, in a cause of action civil and

maritime, alleges upon information and belief:

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure, the Ocean Shipping Reform Act of 1999, 46 U.S.C., App. Section 1701, et seq., and Paragraph 24 of the Bill of Lading.

2. At all times hereinafter mentioned, plaintiff ZIM INTEGRATED SHIPPING SERVICES, INC. was and still is a corporation duly organized and existing under the laws of the State of Delaware with offices and a place of business at 5801 Lake Wright Drive, Norfolk, VA 23502.

3. Upon information and belief and at all times hereinafter mentioned, defendant had and now has the legal status and place of business as set forth in Schedule A.

4. On or about the dates and at the ports of shipment stated in Schedule A, certain goods were delivered to plaintiff to be carried to the ports of destination and at the agreed charges to be paid by defendant pursuant to plaintiff's public tariff.

5. Thereafter, the said goods were transported to the ports of destination and delivered to the consignee and/or its agents.

6. Plaintiff has duly performed all duties and obligations required to be performed by plaintiff.

7. Defendant has failed and refused and continues to fail and to refuse to remit the \$33,839.00 due, although duly demanded.

8. By reason of the foregoing, plaintiff has sustained damages in the amount of \$33,839.00 which, although duly demanded, have not been paid.

WHEREFORE, plaintiff prays:

1. For judgment in the amount of plaintiff's damages, together with interest thereon from the respective dates due, costs, disbursements, and a reasonable attorney's fee.

2. That process in due form of law according to the practice of this Court in cases of admiralty and maritime jurisdiction may issue against the defendant citing it to appear and answer all the singular matters aforesaid.

3. That plaintiff have such other and further relief in the premises as in law and justice it may be entitled to receive.

Dated: New York, New York  
April 10, 2007

LAW OFFICES OF  
ALBERT J. AVALLONE & ASSOCIATES

By

  
Albert J. Avallone - AA1679  
Attorneys for Plaintiff  
ZIM AMERICAN INTEGRATED  
SHIPPING SERVICES, INC.  
551 Fifth Avenue, Suite 1625  
New York, NY 10176  
(212) 696-1760

## SCHEDULE A

4. Defendant's status & address:

A. Upon information and belief and at all times hereinafter mentioned, defendant D & F HOLDINGS, d/b/a DFHU WORLDWIDE SHIPPING was and still is a corporation organized and existing under the laws of the State of Nevada, with offices and a place of business at 12510 Crenshaw Blvd., Hawthorne, CA 90250.

lit. Particulars:

1. Bill of Lading No. ZIMULAX118744, dated October 26, 2006, from Los Angeles to Tincan Island via Houston on the Vessel GENOA EXPRESS, one (1) forty-foot Hi-Cube SAID TO CONTAIN: 2 CARS, et al., at the applicable tariff and/or Service Contract rate of \$6,269.00 (Exhibit A).

Amount Paid: \$0                      Amount Due: \$5,269.00

2. Bill of Lading No. ZIMULAX118959, dated November 8, 2006, from Los Angeles to Tinian Island via Houston on the Vessel BARCELONA EXPRESS, one (1) forty-foot Hi-Cube SAID TO CONTAIN: CARS, et al., at the applicable tariff and/or Service Contract rate of \$5,669.00 (Exhibit B).

Amount Paid: \$0                      Amount Due: \$5.669.00

3. Bill of Lading No. ZIMULAX119006, dated November 14, 2008, from Los Angeles to Tincan Island via Houston on the Vessel MADRID EXPRESS, one (1) forty-foot Hi-Cube SAID TO CONTAIN: CARS, at the applicable tariff and/or Service Contract rate of \$5,669.00 (Exhibit C).

Amount Paid: \$0	Amount Due: \$5,669.00
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4. Bill of Lading No. ZIMULAX119009, dated November 14, 2006, from Los Angeles to Tincan Island via Houston, one (1) forty-foot Hi-Cube SAID TO CONTAIN: CARS, et al., at the applicable tariff and/or Service Contract rate of \$5,669.00 (Exhibit D).

Amount Paid: \$0

Amount Due: \$5,669.00

5. Bill of Lading No. ZIMULAX119506, dated January 2, 2007, from Los Angeles to Tincan Island via Houston on the Vessel MADRID EXPRESS, one (1) forty-foot container SAID TO CONTAIN: CARS, et al., at the applicable tariff and/or Service Contract rate of \$5,669.00 (Exhibit E).

Amount Paid: \$0

Amount Due: \$5,669.00

6. Bill of Lading No. ZIMULAX119862, dated January 8, 2007, from Los Angeles to Tincan Island via Houston on the Vessel ROME EXPRESS, one (1) forty-foot Hi-Cube SAID TO CONTAIN: CARS, et al., at the applicable tariff and/or Service Contract rate of \$5,894.00 (Exhibit F).

Amount Paid: \$0

Amount Due: \$5,894.00

III. Total Amount Due: \$33,839.00



in view of the growing concern amongst users not to fall at home and to prefer a traditional setting or an adult controlled environment for the safety of their unborn actively supported, the other project needs to be defined as part of reproductive justice. This should be to be made.

SHIPPER (CONSIGNEE) (NAME & ADDRESS) OPHU WORLD WIDE SHIPPING 2511 CRENSHAW BLVD. HAWTHORNE CA 90250 USA 310 676 2007 FAX 310 676 2070		BOOKING NO. LAX34975		BILL OF LADING NO. ZIMOLAX118959	
		EXPORT REFERENCES			
CONSIGNEE (NAME & ADDRESS) TRISP INTERNATIONAL LTD 9 DURBAR HOTEL ROAD AMUWO-ODOFIN PAPA LAGOS NIGERIA ATTN: PATRICK KONKWO 01-3454384		FORWARDING AGENT (NAME) HAWTHORNE CALIFORNIA			
(BILL NOT NEGOTIABLE UNLESS CONSIGNED TO ORDER) NOTIFY (NAME & ADDRESS) TRISP INTERNATIONAL LTD 9 DURBAR HOTEL ROAD AMUWO-ODOFIN PAPA LAGOS NIGERIA ATTN: PATRICK KONKWO 01-3454384		RESIDUAL EXPORT OR OTHER INSTRUCTIONS			
• FOR DEFINITION SEE CLAUSE 2 OVERLEAF •		INITIAL CARRIAGE BY (NAME) PLACE OF RECEIPT OF GOODS (IF CONTRACTED FOR) LOS ANGELES			
LOADING VESSEL ARCELONA EXPRESS 46/E		VCH PORT OF LOADING HOUSTON		AES 23571237972 OPHU1006 AES 17M 220061033038411 *BENEFIT CONTRACT NO. 26723-CA*	
PORT OF DESTINATION IN CAN ISLAND		FINAL DESTINATION (IF CONTRACTED FOR)		FURTHER ROUTING (AT MERCHANT'S EXPENSE, RISK AND RESPONSIBILITY)	

PARTICULARS AS FURNISHED BY SHIPPER			
QNTY & NOS / CONT. NOS	DESCRIPTION OF GOODS	WEIGHT	MEASUREMENT
1 CNT	HT CUBE SLAC, USED AUTOMOBILES 1998 MAZDA VIN#JM3LV522XW0838241 1999 TOYOTA CAMRY VIN#JT2BQ28K9X0284267 1998 MITSUBISHI MONTERO VIN#JA4LS31P6WP033373 10 BOXES OF PERSONAL EFFECTS NG CR1#	6532KG 14400LB	
CUG333456 40' SEAL8217401 17 PCE 14400LBS/ 6532KGS			
SSE COMMODITIES, TECHNOLOGY OR SOFTWARE WERE EXPORTED FROM THE UNITED STATES OF AMERICA IN ACCORDANCE WITH THE EXPORT MINISTRATION REGULATIONS DIVERGION CONTRARY TO U.S. LAW PROHIBITED.			

DETAILS		UNIT		UNIT		UNIT	
FREIGHT		5050.00		5050.00		DL	
B/L FEES		U		25.00		DL	
RAIL CHARGE		UNIT		200.00		DL	
U.S. INTERMODAL		UNIT		178.00		DL	
FREIGHT		UNIT		200.00		DL	
INTERNATIONAL		UNIT		16.00		DL	
MERCHANT'S DECLARED VALUE OF GOODS If Merchant enters a value, Carrier's "package" limitation of liability shall not apply and all valuation freight will be charged (See Clause 23)				\$US\$ 5669.00			
NOTE: Merchant is advised that under the terms of the Bill of Lading, unless otherwise stated herein, the goods are to be carried on board the vessel at the risk of the Merchant, and the Carrier shall not be liable for loss of or damage to the goods, whether caused by fire, theft, pilferage, or otherwise, unless the loss or damage is caused by the negligence of the Carrier.				IN WITNESS whereof the Master or Agent of the said vessel has signed the number of original bills of Lading stated below. All of this letter and date. If this Bill of Lading is consigned to order, one shall be surrendered before delivery and the others to stand void.			
The Merchant's attention is drawn to the fact that the terms of the Bill of Lading are contained on reverse side hereof and include limitations of liability in respect of loss or damage to the goods and duties. The package limitation mentioned in Clause 23 will not be applicable in the event that contents are carefully declared, itemized, valued by the Merchant prior to loading and Ad Valorem Freight is paid or contracted for. Goods carried in containers are carried in accordance with and subject to Carrier's container rules service (see Clause 10) and Customs, Excise, Fees and Tariffs (see Clause 10).				FREIGHT PAYABLE AT LOS ANGELES		No. OF ORIGINAL ISSUED 3	
				PLACE AND DATE OF ISSUE LOS ANGELES, CA 11/08/2000			
				ZIM CONTAINER SERVICE As Agents for Zim Integrated Shipping Services Ltd.			

NOTE: If the Bill of Lading is consigned to order, the Master or Agent of the said vessel has signed the number of original bills of Lading stated below. All of this letter and date. If this Bill of Lading is consigned to order, one shall be surrendered before delivery and the others to stand void.

NON NEGOTIABLE



SHIPPER/EXPORTER (NAME & ADDRESS) DPHU WORLD WIDE SHIPPING 12511 CRENSHAW BLVD. HAWTHORNE CA 90250 310 676 2007 A FAX 310 676 2070		BOOKING NO. LAX35308	WILL OF LADING NO. ZIMULAX119006
CONSIGNEE (NAME & ADDRESS) MS QUEEN DILLON NO 33 ADETOKUMBO ADEMOLA CRESCENT WASE 11 ABUJA NIGERIA AFRICA ATTN: 01-803453-3059		FORWARDING AGENT F.M.C. INC.	
BILL NOT NEGOTIABLE UNLESS CONSIGNEE TO ORDER NOTIFY (NAME & ADDRESS) MS QUEEN DILLON NO 33 ADETOKUMBO ADEMOLA CRESCENT WASE 11 ABUJA NIGERIA AFRICA ATTN: 01-803453-3059		PORT AND COUNTRY OF ORIGIN (FOR MERCHANT'S REFERENCE ONLY) HAWTHORNE CALIFORNIA	
- FOR DEFINITION SEE CLAUSE 3 OVERLEAF - INITIAL CARRIAGE BY (MODE)		REMARKS / EXPORT OR OTHER INSTRUCTIONS	
LOADING VESSEL MADRID EXPRESS 46/E	PORT OF LOADING HOUSTON, TX	ADD ATMT1237972 DPHU1005 ADD ITN A2056102102216R *SERVICE CONTRACT NO. 26723 CA*	
PORT OF DESTINATION PIN CAN ISLAND, NIGERIA	FINAL DESTINATION (IF CONTRACTED FOR)	FURTHER READING (AT MERCHANT'S EXPENSE) RISK AND RESPONSIBILITY	

PARTICULARS AS FURNISHED BY SHIPPER

MARKS AND NOS. / CONT. NOS.	DESCRIPTION OF GOODS	WEIGHT	MEASUREMENT
1 CNT	HI CUBE SLAB USED AUTOMOBILES 2000 JAGUAR 4DR VIN#SAJDA01C6YFL63484 2000 TOYT TUNDRA VIN#5TBRT3416YS106828 2005 NISS MURANO VIN#JN8AZ08TB5W301844 NG CRI#	6585KG 15400LB	

CSUB391561-401-BENLH217405 5 PCB 15400LBS/413KGS

THESE COMMODITIES, TECHNOLOGY OR SOFTWARE WERE EXPORTED FROM THE UNITED STATES OF AMERICA IN ACCORDANCE WITH THE EXPORT ADMINISTRATION REGULATIONS DIVERSION CONTRARY TO U.S. LAW PROHIBITED.

DETAILS	UNIT	NET	TOTAL	PREP
FREIGHT PREPAID		5050.00	5050.00	DISBURSE
B/L FEES	U	25.00	25.00	DL
RAIL CHARGE	UNIT	200.00	200.00	DL
U.S. INTERMODAL	UNIT	178.00	178.00	DL
FREIGHT	UNIT	200.00	200.00	DL
INTERNATIONAL	UNIT	16.00	16.00	DL

MERCHANT'S DECLARED VALUE OF GOODS If Merchant enters a value, Carrier's "package" limitation of liability shall not apply and an additional freight will be charged (See Clause 23)		TOTAL \$US 5669.00	
NOTE: Recipient is responsible for any and all customs, duties, taxes, and other charges payable by the recipient on the goods at the port of destination. The recipient is responsible for any and all customs, duties, taxes, and other charges payable by the recipient on the goods at the port of destination. The recipient is responsible for any and all customs, duties, taxes, and other charges payable by the recipient on the goods at the port of destination.		IN WITNESS whereof the Master or Agent of the said vessel has signed the number of original Bills of Lading stated below. All of this tenor and date. If this Bill of Lading is consigned to order, one shall be surrendered before delivery and the others in blank.	
This Merchant's attention is drawn to the fact that the terms of the Bill of Lading are contained on reverse side hereof and include limitations of liability in respect of loss or damage to the goods and delays. The package limitation mentioned in Clause 23 will not be applicable in this event that the goods are actually declared, valued, by the Merchant prior to loading and Ad Valorem Freight is paid or contracted for. Goods carried in containers are carried in accordance with and subject to Carrier's container rules, service (see 23) and other applicable General Terms and Tariffs (see Clauses 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100).		FREIGHT PAYABLE AT LOS ANGELES	
PLACE AND DATE OF ISSUE LOS ANGELES, CA 11/14/2006		NO. OF ORIGINALS ISSUED 3	
ZIM CONTAINER SERVICE As Agents for Zim Integrated Shipping Services Ltd			

**NON-NEGOTIABLE**

IN WITNESS whereof the Master or Agent of the said vessel has signed the number of original Bills of Lading stated below. All of this tenor and date. If this Bill of Lading is consigned to order, one shall be surrendered before delivery and the others in blank.

SHIPPER / EXPORTER (NAME & ADDRESS) DFHU WORLD WIDE SHIPPING 12511 CRENSHAW BLVD. HAWTHORNE CA 90250 310 676 2007 A FAX 310 676 2070		BOOKING NO. LAX35181	BILL OF LADING NO. 21MULAX119009
CONSIGNEE (NAME & ADDRESS) HON:OFOR CHUKWU EGBO & EMEKA EGBO 711 D CLOSE HOUSE 15 FESTAC LAGOS NIGERIA ATTN: ALSO GODWIN AJAYI 01-08033423965		FORWARDING AGENT F.O.D. NO.	
INITIAL CARRIAGE BY (MODE) HON:OFOR CHUKWU EGBO & EMEKA EGBO 711 D CLOSE HOUSE 15 FESTAC LAGOS NIGERIA ATTN: ALSO GODWIN AJAYI 01-08033423965		PORT AND COUNTRY OF ORIGIN (FOR MERCHANT'S REFERENCE ONLY) HAWTHORNE CALIFORNIA	
LOADING VESSEL MADRID EXPRESS 46/E		REMARKS / EXPORT OR OTHER INSTRUCTIONS AKS XTMS11237973 DFHU1004 AKS ITN XI006102200177 *SERVICE CONTRACT NO. 24723-CA*	
PORT OF DESTINATION FIN CAN ISLAND, NIGERIA		FURTHER ROUTING (AT MERCHANT'S EXPENSE, RISK AND RESPONSIBILITY)	

PARTICULARS AS FURNISHED BY SHIPPER			
QUANTITY	DESCRIPTION OF GOODS	WEIGHT	MEASUREMENT
1 CNT	HI CUBE STAC. USED AUTOMOBILES 2002 MERZ ML320 VIN#4JGAB54E62A371769 2003 INFINITE FX35 VIN#INRAS08W13X204678 2000 LEXUS EX300 VIN#JT8BF28G9Y0246785 2 BOXES OF PERSONAL EFFECTS NG CRI#	6552KG 14400LB	
<p>CRU129904-40-22AL8217404 5 PCH 1490CLMS/6512KGS</p> <p>THESE COMMODITIES, TECHNOLOGY OR SOFTWARE WERE EXPORTED FROM THE UNITED STATES OF AMERICA IN ACCORDANCE WITH THE EXPORT ADMINISTRATION REGULATIONS. DIVERSION CONTRARY TO U.S. LAW PROHIBITED.</p>			

DETAILS		TOTAL		UNIT
WEIGHT PREPAID	FREIGHT	5050.00	5050.00	DL
	B/L FEES	25.00	25.00	DL
	RAIL CHARGE	200.00	200.00	DL
	U.S. INTERMODAL	178.00	178.00	DL
	FREIGHT	200.00	200.00	DL
	INTERNATIONAL FREIGHT	16.00	16.00	DL
		SUS 5669.00		

<p>MERCHANT'S DECLARED VALUE OF GOODS: If Merchant enters a value, Carrier's "package" limitation of liability shall not apply and an increased freight will be charged (See Clause 23).</p> <p>NOTE: Merchant is responsible for goods and contents, unless otherwise stated herein. In shipment on board the vessel of transportation (except bulk, oil or gas) as herein stated, the goods in packages or containers are to contain goods specified herein from the port of loading named herein in view of weight of goods as certified herein. In shipment by bulk, goods are to be certified as to weight and quantity in the port of loading in that description and condition, it is understood that such cargo discharge or delivery, being always subject to the terms, conditions, exceptions, limitations and liabilities mentioned herein.</p> <p>Weight, measure, number, quality, content and value is declared by the shipper and is subject to the Carrier's verification.</p> <p>In accepting the bill of lading the Merchant expressly, jointly and severally, is bound by all the terms, conditions, exceptions, limitations, warranties and liabilities mentioned herein, whether written, printed, stamped or otherwise incorporated in the bill of lading and invoice and receipt as well as the provisions of the Carrier's standard Tariff Rules, Regulations and conditions, without exception, as fully as if they were all copied by the Merchant and the Carrier's agreement to carry the goods is made on the basis of the Merchant's acceptance and agreement as aforesaid.</p> <p>The Merchant's attention is drawn to the fact that the terms of the Bill of Lading are contained on reverse side hereof and include limitations of liability in respect of loss or damage to the goods and delay. The package limitation mentioned in Clause 23 will not be applicable in the event that contents are carefully declared, itemized, valued by the Merchant prior to loading and Ad Valorem Freight is paid or contracted for. Goods carried in containers are carried in accordance with and subject to Carrier's container rules service (see Cl. 1, Appendix) and Carrier's Container Terms and Tariffs (see Clauses 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100).</p>		<p>IN WITNESS whereof the Master or Agent of the said vessel has signed the number of original Bills of Lading stated below. At its date and date. If this Bill of Lading is assigned to order, one shall be surrendered before delivery and the others to order (see Clause 24).</p> <p>FRIGHT PAYABLE AT LOS ANGELES</p> <p>PLACES AND DATE OF ISSUE LOS ANGELES, CA 11/14/2000</p> <p>NO. OF ORIGINALS ISSUED 3</p>	
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in 1994, the United States, along with 183 other countries, adopted the international convention known as the United Nations Convention on the Rights of the Child, which is designed to protect and promote the rights of children. The United States is the only country that has not ratified this convention.

ZIM CONTAINER SERVICE  
As Agents for Zim Integrated Shipping Services Ltd.  
S.A. Charter